heirs, devisees, executors, administrators and assigns, do hereby covenant and agree with the said Francis K. Wertheimer and Marcus Wertheimer, the survivor of them, and with their, and each of their, executors, administrators and assigns, as follows:

<u>lst</u>. That we will pay the said sum of money and the interest thereon, when and as the same, respectively, become due and payable, according to the tenor of said promissory note; and <u>2nd</u>. That we will, during the continuance of this mortgage, keep the dwelling house and outbuildings on said farm fully insured against loss by fire in some responsible Fire Insurance Company for the use and benefit of the said mortgagees and that in the event of a loss the money due under the policy of insurance shall be payable to the said mortgagees, their executors, administrators or assigns, as the mortgage interest may appear.

And it is hereby further provided That in the event of any default on the part of us, the said C. Keefer Staley and Lucy I. Staley, his wife, or of anyone claiming under us, in the payment of the said sum of money, when the same shall become due and payable, or of the interest thereon when and as the same shall become due and payable, according to the tenor of said promissory note, or in the performance of any of the covenants and agreements herein on our part contained, it shall then be lawful for the said Francis K. Wertheimer and Marcus Wertheimer, or the survivor of them, or their, or either of their, executors, administrators or assigns, to sell the property hereby mortgaged at public sale at the Court House door in Frederick City in said County and State, for cash, after having given at least twenty days public notice of the time, place, manner and terms of sale in some newspaper published in Frederick County, prior to theday of sale, and to apply the proceeds of said sale first to the payment of all taxes due on said property; then to the payment of the all the costs and expenses of sale, including the usual commissions to trustees for making sales in Equity and reasonable counsel fees; and then to the payment of the mortgage debt, including all interest due and not paid, and to pay the surplus, if any, over to the said C. Keefer Staley and Lucy I. Staley, his wife, their heirs or assigns.

Witness our hands and seals.

Test:

C. KEEFER STALEY (SEAL)

Eva D. Hargett

State of Maryland, Frederick County, to-wit:

LUCY I. STALEY (SEAL)

I hereby certify that on this 10th day of October in the year nineteen hundred and twenty-one before me, the subscriber, a Notary Public of the State of Maryland in and for Frederick County, personally appeared C. Keefer Staley and Lucy I. Staley, his wife, and did each acknowledge the aforegoing mortgage to be their respective act. And at the same time also personally appeared Francis K. Wertheimer, one of the mortgagees above named, and made cath in due form of law on his own behalf and on behalf of his brother, the above named Marcus Wertheimer, the other mortgagee, that the consideration mentioned in said mortgage is true and bona fie as therein set forth. And the said Francis K. Wertheimer did also make oath in due form of law that they, they said mortgagees, have not required the mortgagors, their agent or attorney, or any person for the said mortgagors, to pay the tax levied upon the interest covenanted to be paid, in advance, nor will the said mortgagees, or either of them, require any tax levied thereon to be paid by the mortgagors, or any person for them, during the existence of this mortgage.

Given under my hand and notarial seal the date last above written.

EVA D. HARGETT

(Place of Notarial Seal).

Notary Public.

My commission expires May 1922.

We, the undersigned, do hereby assign the within and aforegoing Mortgage to Leo Weinberg, for the purpose of foreclosure.